

Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

**CERTIFICATE OF INSURANCE
STATE OF WASHINGTON**

Insured: SPOKANE TRIBE OF INDIANS
DBA WEST PLAINS SPOKO
14212 W HIGHWAY 2
MEDICAL LAKE, WA 99022

Policy No.: BTA 5612337
Effective Date: 08/07/2006
Expiration Date: 08/07/2007

Insurer: Great American E&S Insurance Company
49 East 4th Street, Cincinnati OH 45202

Certification:

1. Great American E&S Insurance Company, the "Insurer," as identified above, hereby certifies that it has issued liability insurance covering the following "underground storage tank(s)":

No. of Tanks	Site Name	Site Address
2	Spoko Fuel	2539 Highway 395 South Chewelah, WA 99109

for taking corrective action and compensating third parties for "bodily injury" and "property damage" caused by "accidental releases" arising from operating the "underground storage tank(s)" identified above in accordance with and subject to the Limits of Liability, exclusions, conditions, and other terms of the policy.

The Limits of Liability are \$ 1,000,000 "each occurrence" and \$ 2,000,000 "annual aggregate," exclusive of legal defense costs, which are subject to a separate limit under the policy. The coverage is provided under BTA 5612337. The effective date of said policy is 08/07/2006.

2. The "Insurer" further certifies the following with respect to the insurance described in Paragraph 1:
- a. Bankruptcy or insolvency of the Insured shall not relieve the "Insurer" of its obligations under the policy to which this certificate applies.
 - b. The "Insurer" is liable for payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with the right of reimbursement by the Insured for any such payment made by the "Insurer." This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in WAC 173-360-413 through 173-360-433.
 - c. Whenever requested by a Director of the Washington State Department of Ecology, the "Insurer" agrees to furnish a signed duplicate original of the policy and all endorsements.
 - d. Cancellation or any other termination of the insurance by the "Insurer," except for nonpayment of premium or misrepresentation by the Insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the Insured. Cancellation for nonpayment of premium or misrepresentation by the Insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the Insured.

- e. The insurance covers claims otherwise covered by the policy that are reported to the "Insurer" within six months of the effective date of cancellation or nonrenewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including Limits of Liability and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in WAC 173-360-480 and that the "Insurer" is eligible to provide insurance as an excess or surplus line insurer in one or more states.


Authorized Representative

Name: _____

Title: _____